

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section includes specifications for measurement and payment as they apply to the Work, and includes provisions applicable to lump sum prices, unit prices, and allowances, as indicated.
- B. Measurement methods specified in the individual Sections of these Specifications shall govern if they differ from methods specified in this Section.

1.02 LUMP-SUM MEASUREMENT

- A. Lump-sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as indicated in the Bid Schedule of the Bid Form.
 - 1. If the Contractor requests progress payments for lump-sum items or amounts in the Bid Schedule, such progress payments will be made in accordance with a Schedule of Values, a well-balanced, detailed program of payment-apportioning. Such Schedule of Values shall be prepared by the Contractor and submitted to the Engineer for approval within seven Days of the effective date of the Notice to Proceed. Such Schedule of Values may require modifications during the Contract, as determined by the Engineer.
 - 2. Such Schedule of Values for each applicable lump-sum item shall show fixed definable and measurable quantities where possible and unit prices there for as developed and assigned by the Contractor to the different features of the work and major subdivisions thereof. The Schedule of Values shall include a fair and reasonable value for As-Built drawings, and as applicable, values for O&M manuals, training, and spare parts. The summation of extensions of quantities and unit prices and related costs shall equal the amount of the lump-sum Contract Price or lump sum bid item indicated in the Bid Schedule.
 - 3. Following the Engineer's approval, progress payments will be made in accordance with the Contractor's Schedule of Values and from the approved progress schedule, reflecting the progress which occurred during the payment period as approved by the Engineer.

1.03 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
 - 1. All work to be paid for at a Contract price per unit measurement, as indicated in the Bid Schedule, will be measured by the Engineer in accordance with United States Standard Measures.
 - 2. A ton shall consist of 2,000 pounds avoirdupois.

B. Measurement by Weight:

1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and used.
2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the State Division of Measurement Standards or its designated representative, furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in the California Code of Regulations, Title 4, Chapter 9, Division 5.
3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Scales shall be inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.
4. A licensed weighmaster shall weigh all materials weighed on scales furnished by the Contractor. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, the Engineer will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed and deliver the slip to the Engineer at the point of delivery of the material.
5. If the material is shipped by rail, the certified car weights will be accepted, provided that only actual weight of material will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.
6. Trucks used to haul material being paid for by weight shall be weighed empty daily and at such additional times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the Bid Schedule. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material may be weighed in accordance with the requirements

specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

- D. Measurement by Area: Measurement by area will be by the square dimension shown on the Contract Drawings or as specified. Method of square measurement will be as specified.
- E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Bid Schedule. Unless otherwise indicated, items, components, or work to be measured on a linear basis will be measured at the centerline of the item in place.
- F. Field Measurement for Payment:
 - 1. The Engineer will compute all quantities of work performed by the Contractor on a unit-price basis, for payment purposes.
 - 2. The Contractor shall assist the Engineer in the taking of measurements by providing all equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein and in Section 01 71 23, Field Engineering. Unless otherwise specified, all quantities shall be calculated using dimensions shown on the Contract Drawings. No allowance will be made for specified tolerances.

1.04 VALUES OF UNIT PRICES

- A. The number of units and quantities contained in the Bid Schedule as estimated quantities are approximate only, and final payment will be made for the actual number of units and quantities which are incorporated in the Work and required by the Contract, as measured by the Engineer.
- B. In the event that work or materials or equipment are required to be furnished to a greater or lesser extent than is indicated in the Contract Documents, such work or materials or equipment shall be furnished in greater or lesser quantities in accordance with General Conditions Article GC4.5, Increased or Decreased Quantities.

1.05 ALLOWANCES

- A. Description: Allowances specified in the Contract Documents and indicated in the Bid Schedule shall cause the work so covered to be furnished, performed, and completed for such sums as are acceptable to the Engineer and shall include the cost to the Contractor of all materials and equipment to be delivered and installed under the specified Allowances.
- B. Specific Allowances: Specific Allowances, if any, included in the Contract are specified in Contract Specifications Section 01 20 00, Price and Payment Procedures, and are indicated in the Bid Schedule.

C. Administration:

1. The Allowances specified in the Contract Specifications and indicated in the Bid Schedule are exclusive of any work indicated in the Contract Documents for which payment is included under other specifically designated items in the Bid Schedule.
2. The Contractor may not proceed with any work under an Allowance, or receive payment for such work unless directed to do so by the Engineer using a Change Notice as described in General Conditions Article GC4.2.1.1. The cost of the work shall either be an amount agreed upon by the Engineer and the Contractor, or an amount specified by the Engineer that the Contractor may not exceed without further direction from the Engineer.
3. Unless compensation for allowance work is agreed upon, a Force Account Daily Report form shall be used to track and record actual expenditures and expenses related to each allowance. Authorization for payments to the Contractor will be based on such Daily Reports and a related progress schedule. Payment may be made to the Contractor for amounts authorized by Change Notice, unless the total amount authorized exceeds the value of the Allowance indicated in the Bid Schedule.
4. Upon Acceptance of the Work, a Change Order will be prepared, reflecting the exact amount due to the Contractor if different from the exact amounts stated in the Bid Schedule for the specified Allowances.

1.06 CONTRACT PAYMENTS

A. Progress Payments:

1. Invoice for Work Completed: Not more than once each month the Contractor shall submit to the Engineer a proposed invoice for work performed or completed on forms supplied by the Engineer for evaluation and approval by the Engineer. The proposed invoice shall be certified, and shall be supported by evidence as required by the Engineer, that the work invoiced has been completed in accordance with the requirements of the Contract. The proposed invoice shall be submitted with, among other things, current certified payroll records (submitted weekly and within seven (7) Days after the regular payment date of the payroll period), proof of payment to Subcontractors, satisfactory Construction Progress Schedule and Monthly Progress Reports. As part of the proposed invoice submission, the Contractor shall also include a copy of the form obtained from BART's designated website for electronic submittal of certified payroll records with the names of Subcontractors that invoiced the Contractor during the payment application period, the amount invoiced by each Subcontractor, and the period during which the work included on the invoice was performed. This form with the above referenced Subcontractor payment information shall be approved by the Engineer once completed on BART's designated website for electronic submittal of certified payroll records. Failure to comply with these requirements may cause a suspension of progress payments during the period of noncompliance or may delay final payment. Except as noted in Article 1.05 C.3 above, payment for work directed under any Change Notice shall not be invoiced and will not be paid until execution of the related Change Order. The Engineer

will review the proposed invoice, and subject to making any modifications agreed to by the parties that are needed to make the invoice acceptable, the Engineer will approve the proposed invoice. The Engineer will retain a copy of such approved invoice for reference in preparing the District's payment application package and then provide the Contractor with a complete package in PDF form. Package will contain Payment Application Forms signed by BART Management, the approved invoice, and any additional supporting evidence as required for processing of the payment, and a copy of the form, approved by the Engineer, with the Subcontractor payment information from BART's designated website for electronic submittal of certified payroll records. The Contractor shall submit the complete package to BART's Accounts Payable Department, via E-mail to: ap_supplier@bart.gov. In accordance with General Conditions Article GC9.7.2, the District will pay such invoices within thirty (30) Days following receipt of the above-referenced email submittal to BART Accounts Payable Department.

2. Invoice for Stored Materials: Unless otherwise specified in the Contract Specifications, partial payments for Contractor-furnished materials not yet installed will be made only after such materials have been furnished, inspected and stored for use in the Work, provided they are stored in an area approved by the Engineer. All such material shall be covered by insurance. Said invoice may include the amount and value of such acceptable material as has been furnished, inspected and delivered to the site, and such acceptable material as has been furnished, inspected and stored for use in the Work, provided it is stored within the Continental United States and is segregated and designated for exclusive use of the District.
3. Cost Determination: The cost of invoiced materials shall be determined in accordance with General Conditions Article GC9.3.1.2, Materials. Invoices from suppliers shall be furnished to substantiate the cost.

B. Full Compensation:

1. Payment will be full compensation for furnishing all labor, materials, tools, equipment, transportation, facilities, services, and incidentals, as specified in General Conditions Article GC9.1, Scope of Payment, and for performing all work necessary for completing the construction or installation of the item or work classification.
2. Whenever it is specified or indicated in the Contract Documents that the Contractor is to perform work or furnish materials for which no price is fixed in the Contract, it is understood and agreed that there is included in each lump-sum price bid, or unit price bid, the entire cost of the Work, including all items of work which are incidental to the completion of those portions of the work covered by such lump-sum price bid, or unit price bid, or, if not directly incidental to any specific Bid Item in the Bid Schedule, the cost thereof has been distributed among those Bid Items in the Bid Schedule considered most appropriate by the Contractor.
3. Work which is not clearly delineated in the Contract Documents to be under a particular Bid Item in the Bid Schedule shall be automatically assigned to one of the lump-sum Construction items in the Bid Schedule by the Contractor, so that all items of work, regardless of their characteristics or anonymity, are included in

the Contract Price. Additional compensation will not be made for work items which do not clearly fall under listed Bid Items in the Bid Schedule.

1.07 REJECTED, EXCESS, OR WASTED MATERIALS

Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

1.08 MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Schedule of the Bid Form, or incidental to the Work.

END OF SECTION 01 20 00